

AMENDMENT OF DECLARATIONS OF
LAKE CLARKE GARDENS CONDOMINIUMS

WHEREAS, the Declarations of Condominium of Lake Clarke Gardens Condominiums are duly recorded in the Official Records Books of the Public Records of Palm Beach County, Florida as follows:

- No. 2 Lake Clarke Gardens Condominium
Official Records Book 1646 at Page 663
- No. 3 Lake Clarke Gardens Condominium
Official Records Book 1657 at Page 193
- No. 4 Lake Clarke Gardens Condominium
Official Records Book 1674 at Page 336
- No. 5 Lake Clarke Gardens Condominium
Official Records Book 1697 at Page 1201
- No. 6 Lake Clarke Gardens Condominium
Official Records Book 1799 at Page 1511
- No. 8 Lake Clarke Gardens Condominium
Official Records Book 1632 at Page 1201
- No. 9 Lake Clarke Gardens Condominium
Official Records Book 1530 at Page 167
- No. 10 Lake Clarke Gardens Condominium
Official Records Book 1730 at Page 716
- No. 12 Lake Clarke Gardens Condominium
Official Records Book 1969 at Page 854
- No. 14 Lake Clarke Gardens Condominium
Official Records Book 1978 at Page 522
- No. 15 Lake Clarke Gardens Condominium
Official Records Book 1772 at Page 1573
- No. 16 Lake Clarke Gardens Condominium
Official Records Book 1761 at Page 1201
- No. 17 Lake Clarke Gardens Condominium
Official Records Book 1739 at Page 1733
- No. 18 Lake Clarke Gardens Condominium
Official Records Book 1726 at Page 401
- No. 19 Lake Clarke Gardens Condominium
Official Records Book 1712 at Page 93
- No. 20a Lake Clarke Gardens Condominium
Official Records Book 1863 at Page 509
- No. 21 Lake Clarke Gardens Condominium
Official Records Book 1786 at Page 583
- No. 22 Lake Clarke Gardens Condominium
Official Records Book 1818 at Page 128
- No. 23 Lake Clarke Gardens Condominium
Official Records Book 1833 at Page 1309
- No. 24 Lake Clarke Gardens Condominium
Official Records Book 1877 at Page 640

Lake Clarke Gardens Cond. 202
att Mrs. Amy Mellett Pres

2981 1/2 Palmway Rd
Lake Clarke
33461

036

This instrument was prepared by
Daniel Sobel
NAME
6520 N Andrews Ave
ADDRESS
41 Lauderdale Fla
CITY AND STATE

81 189753

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No. 25 Lake Clarke Gardens Condominium
Official Records Book 1896 at Page 1881

No. 26 Lake Clarke Gardens Condominium
Official Records Book 1920 at Page 874

No. 7 Lake Clarke Gardens Condominium
Official Records Book 2056 at Page 1

No. 20b Lake Clarke Gardens Condominium
Official Records Book 2008 at Page 1516; and

WHEREAS, at a duly called meeting of the membership of Lake Clarke Gardens Condominium, Inc., held on October 26, 1981, at which a quorum was present, the Declarations of each Lake Clarke Gardens Condominium were amended in the manner required by Article VII of those Declarations, that is by the approval of not less than seventy-five (75%) percent of the members of the Association (601 members voting in favor).

WHEREAS, the amendments adopted are as follows:

AMENDMENT
DECLARATIONS OF CONDOMINIUM

LAKE CLARKE GARDENS CONDOMINIUMS

XI

PROVISIONS RELATING TO SALE OR RENTAL OR OTHER
ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

A. SALE OR RENTAL OF UNITS - Association to Have First
Right of Refusal; Leasing
Restricted

In the event any unit owner wishes to ~~sell, rent or lease~~ his unit, the Association shall have the option to purchase ~~rent or lease~~ said unit, upon the same conditions as are offered by the unit owner to a third person. Any attempt to ~~sell, rent or lease~~ said unit without prior offer to the Association or otherwise in violation of the provisions of this Declaration shall be deemed a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

Should a unit owner wish to ~~sell, lease or rent~~ his Condominium parcel (which means the unit, together with the undivided share of the common elements appurtenant thereto), he shall, before making or accepting any offer to purchase or ~~sell or lease or rent~~ his Condominium parcel, deliver to the Board of Directors of the Association, a written notice containing the terms of the offer he has received or which he wishes to accept, or proposes to make, the name and address of the person(s) to whom the proposed ~~sale, lease or transfer~~ is to be made, and two bank references, and three individual references - local, if possible, and such other information (to be requested within five days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned.

The Board of Directors of the Association, within ten days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit, (or mailed to the place designated by the unit owner in his notice), designate the

Association, one or more persons then unit owners, or any other person(s) satisfactory to the Board of Directors of the Association, who are willing to purchase, ~~lease or rent~~ upon the said terms as those specified in the unit owner's notice, or object to the sale, ~~leasing or renting~~ to the prospective purchaser, ~~tenant or lessee~~, for good cause, which cause need not be set forth in the notice from the Board of Directors to the unit owner. However, it shall require the unanimous vote of the Board of Directors in order to object for good cause. The Association shall not unreasonably withhold its consent to any prospective sale, ~~rental or lease~~.

The stated designee of the Board of Directors shall have fourteen days from the date of the notice sent by the Board of Directors, to make a binding offer to buy, ~~lease or rent~~ upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s), or failure of such person(s) to make such offer within said fourteen day period, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, ~~lease or rent~~ said interest, pursuant thereto, to the prospective purchaser or tenant named therein, within ninety days after his notice was given.

The consent of the Board of Directors of the Association shall be in recordable form, signed by two Officers of the Association, and shall be delivered to the purchaser or lessee. Should the Association fail to act, as herein set forth and within the time provided herein, the Association shall, nevertheless, thereafter prepare and deliver its written approval in recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors, as herein set forth.

The leasing of a unit shall be restricted as set forth in Article XIII of this Declaration. Every application to sell or lease a unit shall be accompanied by a screening fee in an amount to be determined by the Board of Directors, not to exceed the maximum amount permitted by law. The sub-leasing or sub-renting of said unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Board of Directors shall have the right to require that a substantially uniform form of Lease or Sub-Lease be used, or in the alternative, the Board of Directors' approval of the Lease or Sub-Lease form to be used shall be required. After approval, as herein set forth, entire units may be rented, provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.

B. MORTGAGE AND OTHER ALIENATION OF UNITS.

4. The foregoing provisions of this Article XI shall not apply to transfers by unit owner to any member of his immediate family (viz: - spouse, children or parents) except that the use and occupancy of the unit shall nevertheless be controlled by the provisions of Article XIII of this Declaration and other restrictions of this Declaration, and the By-Laws and Rules of the Association. The word phrase "sell, ~~rent or lease~~", in addition to its general definition, shall be defined as including the transferring of a unit owner's interest by gift, devise or involuntary or judicial sale. In the event a unit owner dies and his unit is conveyed or bequeathed to some person other than his spouse, children or parents, or if some other person is designated by decedent's legal representative to receive the ownership of the condominium unit, or if under the laws of descent and distribution of the State of Florida, the condominium unit descends to some:

person or persons other than the decedent's spouse, children or parents, the Board of Directors of the Association shall, within thirty (30) days of proper evidence or rightful designation served upon the President or any other Officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or decedent, express its refusal or acceptance of the individual or individuals so designated as owner of the condominium parcel. If the Board of Directors of the Association shall consent, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of this Enabling Declaration and the By-Laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days, to purchase or to furnish a purchaser for cash, the said condominium parcel, at the then fair market value thereof. Should the parties fail to agree on the value of such condominium parcel, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, upon ten (10) days' notice, on Petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons, or the legal representative of the deceased owner, out of the amount realized from the sale of such condominium parcel. In the event the then members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the condominium parcel, or, such person or persons, or the legal representative of the deceased owner, may sell the said condominium parcel, but such sale shall be subject in all other respects to the provisions of this Enabling Declaration and by the By-Laws of the Association.

5. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, or rented or sublet said interest, as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration and the By-Laws of the Association, as well as the provisions of the Condominium Act.

~~6. Special Provisions re Sale, Leasing, Mortgaging or Other Alienation by certain Mortgagees and Developer, and the Lessor under the Long Term Lease:~~

~~(a) An institutional first mortgagee holding a mortgage on a condominium parcel, or the Lessor under the Long Term Lease, upon becoming the unit owner of the said condominium parcel, through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an institutional first mortgage or the lien under the Long Term Lease, shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel, without prior offer to the Board of Directors of the Association. The provisions of Sections A, and B, Nos. 1-5, of this Article XI, shall be inapplicable to such institutional first mortgagee or the lessor under the Long Term Lease or acquirer of title, as above described in this paragraph.~~

~~(b) The provisions of Sections A, and B, Nos. 1-5, of this Article XI, shall be inapplicable to the Developer. The said Developer is irrevocably empowered to sell, lease, rent and/or mortgage condominium parcels or units, and portions thereof, to any purchaser, lessee or mortgagee approved by it, and the Developer shall have the right to transact any business necessary to consummate sales or rentals of units, or portions~~

thereof, including but not limited to the right to maintain models, have signs, use the common elements, and to show units. The sales office(s) signs, and all items pertaining to sales, shall not be considered common elements, and shall remain the property of the Developer. In the event there are unsold parcels, the Developer retains the right to be the owner of said unsold parcels under the same terms and conditions as all other parcel owners in said Condominium, and said Developer, as parcel owner, shall contribute to the common expenses in the same manner as other parcel owners, as provided for in this Declaration.

(e) The provisions of this Article XI shall be operative until the 15th day of November 1987, and shall be automatically extended for successive periods of twenty-one (21) years, unless an Amendment to this Declaration, signed by a majority of the then unit owners has been recorded, amending this Declaration so as to delete the provisions of this Article XI.

XIII

USE AND OCCUPANCY

The owner of a unit shall occupy and use his apartment as a single family private dwelling, for himself and adult members of his family, and his social guests, and for no other purpose, including business purposes. Therefore, the leasing of units to others as a regular practice for business, speculation, investment or other similar purposes is not permitted. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to an owner to lease his unit to a specified lessee for a period of not less than three (3) consecutive months nor more than six (6) consecutive months in any twelve (12) month period. In no event may a unit be leased earlier than two (2) years after the transfer of ownership of that unit or an interest therein, except in the instance of the demise of a unit owner during the period prior to settlement of that owner's estate. No sub-leasing of a unit may be permitted, nor may individual rooms be rented. The Board of Directors may require that a substantial uniform lease form be used for those leases it approves, or may alternatively require any modification of the lease form for such leases.

The owner or lessee of a unit shall occupy and use his apartment unit as a single family private dwelling, for himself and the adult members of his family, and his social guests, and for no other purpose. No children under fifteen (15) years of age shall be permitted to reside in any of the units or rooms thereof in this Condominium, except that children may be permitted to visit and temporarily reside for a period not to exceed thirty (30) days cumulatively in any twelve (12) month period, calendar year, which period shall not be cumulative. No person under fifty (50) years of age shall be permitted to purchase, own, or lease a unit, unless such person is a member of the immediate family of a person fifty (50) years of age or older who has an ownership interest in a unit.

Occupants in a leased unit, other than temporary guests for a period not to exceed thirty (30) days cumulatively in any twelve (12) month period, shall be no more than two (2) in a single bedroom unit or four (4) in a two (2) bedroom unit.

No guest shall occupy a unit in the absence of the owner or lessee of the unit for a period in excess of thirty (30) days cumulatively in any twelve (12) month period. An owner or lessee of a unit permitting a guest to occupy the unit in his absence shall register with the Association, prior to such occupancy, the name of the guest, the intended period of the occupancy, and any other information the Association may reasonably require.

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The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise; nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the Condominium property.

No animals or pets of any kind shall be kept in any unit, or on any property of the Condominium, ~~except with the written consent of the Board of Directors and thereafter, under the Rules and Regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose and, further provided that such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions, upon three (3) days' written notice from the Board of Directors.~~

The unit owner shall not cause anything to be hung, displayed or placed on the exterior walls, doors or windows of the building, ~~without the prior written consent of the Board of Directors of the Association.~~ No clothes line or similar device shall be allowed on any portion of the Condominium property by any person, ~~firm or corporation, without the written consent of the Board of Directors.~~

No person shall use the common elements or any part thereof, or a condominium unit, or the condominium property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time may be promulgated by the Association.

The initial Rules and Regulations are captioned "Building Rules and Regulations", and are as set forth in the By-Laws of the Association, which are annexed hereto as Exhibit No. 2. The said Building Rules and Regulations shall be deemed effective until amended, as provided in the By-Laws.

No amendment to this Article shall operate to retroactively invalidate any lease or occupancy of a unit which was valid upon the effective date of the amendment. A renewal of a unit lease shall not be considered a new lease for the purpose of this Article.

NOW THEREFORE, the undersigned hereby certify that the aforesaid amendments to the Declarations were properly adopted.

WITNESS my signature hereto this 3rd day of November 1981 at Lake Worth, Florida.

ATTEST:

Shirley Merletti
President of LAKE CLARKE GARDENS
CONDOMINIUM, INC.

Bernice W. Wilson
Secretary of LAKE CLARKE GARDENS
CONDOMINIUM, INC.

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STATE OF FLORIDA :

COUNTY OF PALM BEACH :

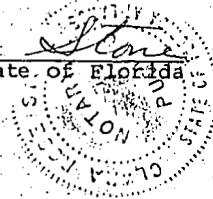
I HEREBY CERTIFY on this day before me personally appeared GUY MERLETTI and BERNICE W. WILSON, President and Secretary respectively, of LAKE CLARKE GARDENS CONDOMINIUM, INC., a Florida not-for-profit corporation, to me known to be the persons who signed the foregoing certification of amendments to the Declarations of the LAKE CLARKE GARDENS CONDOMINIUMS, and they severally acknowledged the execution thereto to be their free act and deed as such officers for the uses and purposes therein mentioned, and that affixed thereto is the official seal of said corporation and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Lake Worth, Palm Beach, County, Florida this 3rd day of November, 1981.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 21, 1982

Celara Rose Stone
NOTARY PUBLIC, State of Florida
at Large



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Record Verified
Palm Beach County, Fla
John B. Dunkle
Clerk Circuit Court